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PHARMASTEM[™]

THERAPEUTICS, INC.

Dear Dr. Stephen Turner,

August 20, 2004

I am writing to provide an update regarding the recent lawsuits filed across the United States against obstetricians who continue to collect cord blood or market services, including distribution of literature, for the 5 remaining UNLICENSED cord blood banks: ViaCord, CBR (Cord Blood Registry), Cryo-Cell, Corcell and CureSource.

Recently, a lawsuit was filed in the Central District Court of California against obstetricians who are alleged to have collected cord blood and/or marketed services for unlicensed cord blood banks. I am pleased to report that two weeks later, a number of obstetricians have settled with PharmaStem by signing agreements substantially similar to the enclosed **Amnesty Agreement**.

Four other lawsuits initiated in Boston, Philadelphia, Tampa and San Francisco against certain obstetricians and hospitals also continue to move forward.

PharmaStem will vigorously defend its intellectual property rights against obstetricians if they continue to work with unlicensed cord blood banks. It is PharmaStem's position, as asserted in the recent lawsuits, that obstetricians are liable for patent infringement if they collect cord blood or market services for unlicensed cord blood banks.

In an effort to avoid legal action from PharmaStem relating to its patents, please review and sign the attached Amnesty Agreement which, in relevant part, provides the following:

- The obstetrician agrees to stop collecting cord blood or marketing services, including distribution of literature, for unlicensed cord blood banks.
- PharmaStem in exchange covenants not to sue and agrees to release the obstetrician in full from future legal action for past activities.

PharmaStem has currently licensed 15 cord blood banks and urges you to continue the collection of life saving cord blood for your patients by using any of these LICENSED banks:

Stembanc
LifeBank USA
Cord Blood Family Trust
GeneAngel
Newborn Blood Banking
Securacell

California Cryobank Stem
Cell Services
Family Link
Cord Partners
HemaStem Therapeutics
Lifestor

New England Cord Blood Bank
Alpha Cord
Cryobanks International
CORD

To learn more about PharmaStem Therapeutics, its patent portfolio and licensed cord blood banks please visit www.pharmastem.com.

Regards,



Nicholas Didier
CEO & President
ndidier@pharmastem.com

**Please review, sign and date
enclosed Amnesty Agreement**

EXHIBIT D

Please review, fill in date, sign and fax executed Agreement to 914-833-3175
or mail to PharmaStem Therapeutics, Inc., 69 Prospect Avenue, Larchmont, NY 10538

AMNESTY AGREEMENT

This is an Agreement (the "Agreement"), entered into as of _____, 2004 "Effective Date", between PharmaStem Therapeutics, Inc., a Delaware corporation located at 69 Prospect Avenue, Larchmont, New York 10538 ("PharmaStem"), and Stephen A Turner, MD ("Provider"), having an address of 3500 ~~3874~~ E Livingston Ave Columbus, OH 43227-2279, (collectively, the "Parties").

In consideration of the promises and covenants contained herein, the Parties agree to the following Terms and Conditions:

1. **Obligations of the Parties: Release and Dismissal.**

a. Provider hereby agrees not to collect cord blood or market or offer the service of cord blood collection in connection with the unlicensed cord blood banks listed below:

UNLICENSED CORD BLOOD BANKS

AUG 25 2004

ViaCord (ViaCell, Inc.) CBR (Cord Blood Registry, Inc.) Cryo-Cell International, Inc.	CorCell, Inc. CureSource
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b. PharmaStem hereby covenants not to sue or otherwise institute or prosecute any legal proceeding against Provider with respect to any and all liabilities and claims relating to PharmaStem's U.S. Patent Nos. 6,461,645, 6,569,427 and 6,605,275.

2. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on March 9, 2010, unless it is terminated sooner in accordance with paragraph 3.

3. **Termination.** PharmaStem may terminate this Agreement upon thirty (30) days prior written notice to Provider, if Provider is in breach of any material obligations hereunder. If, in violation of this Agreement, Provider collects cord blood or markets or offers the service of cord blood collection in connection with any of the unlicensed cord blood banks listed in paragraph 1(a) after the Effective Date, and a legal action is initiated, PharmaStem shall be entitled to its costs of suit and attorneys' fees from Provider.

4. **Miscellaneous.**

a. ~~The Parties agree that they may disclose this Agreement to others.~~

b. This Agreement is the complete and final agreement between the Parties and can only be modified in writing signed by the Parties, with the exception of the list of unlicensed cord blood banks as it appears in paragraph 1(a) which will be updated when/ if those banks become licensed and will be deemed amended through a posting on PharmaStem's website at www.pharmastem.com under Licensing Program.

c. This Agreement may be executed in two or more counterparts (including by fax), each of which shall be deemed an original, but all taken together shall constitute one and the same Agreement. A fax copy or signature shall serve as an original.

PHARMASTEM THERAPEUTICS, INC.

Name: Nicholas V. Didler, CEO

Signature: Nicholas Didler

Date: August 20, 2004

PROVIDER

Name: Stephen A Turner, MD

Signature:

Date: